

## AGREEMENT TO TERMINATE COAL SALES AGREEMENT

This Agreement to Terminate Coal Sales Agreement (the "Termination Agreement") is made and entered into on September 21st, 2016 ("Effective Date"), by and between Bluestone Energy Sales Corporation ("Seller"), 302 S. Jefferson Street, Roanoke, Virginia 24011 and FirstEnergy Generation, LLC ("Buyer"), an Ohio limited liability company. Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Seller and Monongahela Power Company ("Mon Power") entered into that certain Coal Sales Agreement dated May 1st, 2016 (the "Coal Agreement") wherein Seller agreed to deliver and Buyer agreed to purchase 750,000 tons of coal;

WHEREAS, the Coal Agreement has been subsequently assigned from Mon Power to Buyer, Seller consents to the assignment of the Coal Agreement to Buyer;

WHEREAS, as a result of recent discussions between the Parties' respective representatives, the Parties now agree to an early termination of the Coal Agreement, thereby reducing the remaining quantities of coal to be supplied under the Coal Agreement, and providing for an orderly windup of the Parties' business dealings giving recognition to the activation and start-up expenses incurred by Seller in preparation for performance under the Coal Agreement;

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, and intending to be legally bound, the receipt and sufficiency of which is hereby acknowledged by the Parties; Buyer and Seller agree as follows:

1. Pursuant to the provisions of this Termination Agreement, the Coal Agreement shall terminate on the Effective Date and except as otherwise provided in this Termination Agreement: (i) Seller shall have no further obligations or liability to Buyer under the Coal Agreement, and (ii) Buyer shall have no further obligations or liability to Seller under the Coal Agreement.

2. Subject to the payment of the Buyout Amount, Buyer is hereby excused from its obligation to purchase the Remaining Quantity (defined below) from Seller; and Seller is hereby excused from its obligation to produce and supply the Remaining Quantity to Buyer. With respect to the remaining quantities of coal to be supplied under the Coal Agreement, the Parties acknowledge and agree that, Six Hundred Nineteen Thousand Two Hundred Twenty Nine (619,229) tons have not been supplied under the Coal Agreement ("Remaining Quantity"). Buyer shall pay Seller \$8.00 per ton for the Remaining Quantity for a total sum of Four Million Nine Hundred Fifty Three Thousand Eight Hundred Thirty Two Dollars (\$4,953,832) (the "Buyout Amount"), which shall be remitted to Seller by wire transfer no later than September 23, 2016 in accordance with the following instructions:

Bank Name: BB&T  
Bank Address: 200 West Second Street  
Winston-Salem, NC 27101

Account Name: Bluestone Energy Sales Corp.  
SWIFT: BRBTUS33  
ABA Number: 053101121  
Account #: 255941186

## EXHIBIT 2

3. Mutual Release

- (a) Seller hereby unconditionally and forever releases and discharges Buyer and its affiliates, employees, directors, officers, members, managers, agents, successors and assigns from and against any and all claims, liabilities, costs, and expenses (including without limitation, reasonable attorneys' and accounting fees and investigation costs), whether now known or unknown, resulting from or arising under or in any way related to this Termination Agreement.
- (b) Buyer hereby unconditionally and forever releases and discharges Seller and its affiliates, employees, directors, officers, members, managers, agents, successors and assigns from and against any and all claims, liabilities, costs, and expenses (including without limitation, reasonable attorneys' and accounting fees and investigation costs), whether now known or unknown, resulting from or arising under or in any way related to this Termination Agreement.

4. This Termination Agreement shall be governed by the laws of the State of West Virginia without regard to conflict-of-laws principles.

5. This Termination Agreement may be executed in multiple counterparts, each of which shall be an original; but such counterparts shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties by their respective duly authorized representatives have executed this Termination Agreement as of the Effective Date.

BLUESTONE ENERGY SALES  
CORPORATION

By: 

Its: Executive Vice President

Date: 09/21/2016

FIRSTENERGY GENERATION, LLC

By: 

Its: Fuel Procurement Consultant

Date: 9/28/16  
RG